

FEB 2:0 1996

RECORDING REQUESTED BY

Name

Tony Chih-Tung Lin and
Jenny Chun-Hsing Lin
Wen-Chiao Wayne Lin and
Mei-Huei Grace Lin

AND WHEN RECORDED MAIL TO

Name

Department of Toxics Substance Control
Region 2

Street Address

700 Heinz Avenue
Berkeley, California 94710

City, State, Zip

Attention: Barbara J. Cook
Site Mitigation Branch

UNIFORMED COPY of document recorded on

F932072

_____ as No. _____
This document has not been compared with
the original
SAN FRANCISCO COUNTY RECORDER.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF RESTRICTIONS

Assessors Block 3759, Lot 9 and Lot 14

NOTICE OF RESTRICTIONS

Recording Requested By:

Tony Chih-Tung Lin and Jenny Chun-Hsing Lin
Wen-Chiao Wayne Lin and Mei-Huei Grace Lin

When Recorded, Mail To:

Department of Toxic Substances Control
Region 2
700 Heinz Avenue
Berkeley, California 94710

Attention: Barbara J. Cook
Site Mitigation Branch

Notice of Restrictions

This Notice of Restrictions ("Notice") is made on the 1st day of February, 1998 by Tony Chih-Tung Lin and Jenny Chun-Hsing Lin, husband and wife, and Wen-Chiao Wayne Lin and Mei-Huei Grace Lin, husband and wife (collectively "Owners"), who are the owners of record of certain property situation at 820 Bryant Street and 470 6th Street in San Francisco, San Francisco County, State of California, Described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), and by the California Department of Toxic Substances Control ("Department") with reference to the following facts:

A. The Property is in an area of former marshlands which were filled in the late 1800's and early 1900's for development. In connection with new construction on the property, chemical analyses of the soil were performed in 1994 and 1995, the results of which are summarized in Exhibit B attached hereto. As reflected in the attached summary, certain samples of the fill material have been found to contain lead at concentrations which are currently considered hazardous under California law, but which are not currently considered hazardous under Federal law.

B. In order to eliminate potential exposure of persons to hazardous substances and contaminants found on the Property, the Owners have agreed to the installation and maintenance of a Cap (described in the final Workplan dated July 12, 1995).

NOW, THEREFORE, the parties have agreed as follows:

GENERAL PROVISIONS

1. Provisions to Run with the Land.

(a) This Notice sets forth protective provisions, covenants, restrictions, and conditions (collectively, referred to as "Restrictions") upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property and run with the land. Each and all of the Restrictions are imposed pursuant to Section 25355.5 and 25356.1 of Health and Safety Code and run with the land, pursuant to Section 25355.5. Each and all of the Restrictions are enforceable by the Department.

(b) All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions are herein established must be adhered to for the benefit of future owners and lessees and that their interest in the Property shall be subject to the Restrictions contained herein.

2. Installation and Maintenance of Cap.

(a) The entire Property shall be covered with a composite "Cap" as specified in the final Workplan dated Jul 12, 1995, to prevent exposure of Property contaminants to humans and the environment. Additional walkways, buildings, and landscaping may be placed upon the Property as long as they do not interfere with the integrity of the Cap.

(b) The Property shall be used and developed in such a way as to preserve integrity of the Cap installed on the Property. Owner(s) or their designated representative shall notify the Department of each of the following: 1) the type, cause, location and date of any disturbance to the Cap which could affect the ability of the Cap to contain subsurface hazardous substances on the Property, and 2) the type and date of repair of such disturbance. Notification to the Department shall

be made by telephone by the end of the next business day following the discovery of any Cap disturbance and by registered mail within five (5) days of both the discovery of Cap disturbance and completion of required repairs.

(c) Owner(s) or their designated representative shall notify the Department in writing five (5) business days prior to any proposed excavation or earth moving, except in emergency situations when notice shall be given both by telephone by the end of the next business day after the event and by registered mail within five (5) days after the event.

(d) Upon reasonable notice the Department or its designated representatives (including successor agencies) shall have access to the Property for the purpose of inspection, surveillance, or monitoring, or other action necessary to protect public health and safety or the environment.

3. Variance and Removal Restrictions.

(a) Any owner(s) or, with the Owners' consent, any lessee of the Property or any portion thereof may apply to the Department for a written variance from or removal of any of the Restrictions or requirements of this Notice. Such application shall be made in accordance with Section 25233 or 25234 of the California Health and Safety Code or any applicable provision then in effect.

(b) Unless modified or removed in accordance with Section 3(a) above, the Restrictions and requirements of this Notice shall continue in effect in perpetuity.

4. Conveyance of Property. The Owner(s) or their designated representative shall provide notice to the Department prior to or by the date of any sale, lease, or other conveyance of the Property or an interest in the Property to a third person. The Department shall not have authority to approve, disapprove, or otherwise affect any sale, lease, or other conveyance of the Property except as otherwise provided in this Covenant or by operation of the law.

5. Notice in Agreements. Owner(s) or their designated representative shall provide a written notice which shall accompany all purchase, lease, sublease, rental agreements, and other conveyance documents relating to the Property. The written notice shall contain the following statement:

"The land described herein contains hazardous substances. Such condition renders the land, the property, and the owner,

lessee, or other occupant of the land or property subject to the requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code. This statement is not a declaration that a hazard exists."

6. No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

7. Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Notice, such notice, demand, or other communication shall be in writing and shall be sent simultaneously to an authorized representative of the Owners and to the Department, at 700 Heinz Avenue, Suite 200, Berkeley, California 94710, by certified mail, with return receipt requested.

8. Partial Invalidity. If any portion of this Notice is determined to be invalid or unenforceable for any reason, the remaining portion of this Notice shall remain in full force and effect.

9. Recordation. This Notice shall be executed by the Owner(s) and by the Department. This Notice shall be recorded by the Owner(s) in the County of San Francisco within ten (10) days of the date of execution as set forth above.

10. The obligations of Tony Chih-Tung Lin, Jenny Chun-Hsing Lin, Wen-Chiao Wayne Lin and Mei-Huei Grace Lin under

this Notice of Restrictions shall continue only so long as each of them is an owner, lessee or other occupant of the property.

IN WITNESS THEREOF, the Owner and the Department execute this Notice as of the date set forth above.

OWNERS:

By:

Title:

Date:

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By:

Title:

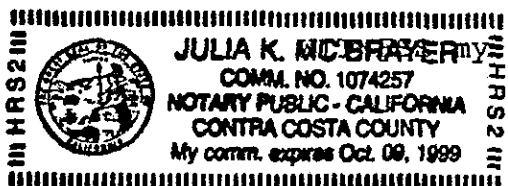
Date:

STATE OF CALIFORNIA

COUNTY OF Contra Costa

ss.

On Feb 5, 1996, before me, Julia K. McBrayer,
a Notary Public in and for said County, personally appeared
Chin-Tung Lin, Jenny Chun-Hsing Lin, Wen-Chiao Wang Lin, Mei-Huei Grace Lin, personally known to
me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) ~~is~~/are subscribed to the within
instrument and acknowledged to me that ~~he~~/she/they executed the
same in ~~his~~/her/their authorized capacity(ies), and that by
~~his~~/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the
instrument.



my hand and official seal.

Julia K. McBrayer
Notary Public

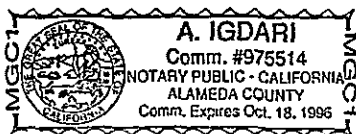
STATE OF CALIFORNIA

COUNTY OF Alameda

ss.

On 2-16-96, before me, A. IG DARI,
a Notary Public in and for said County, personally appeared
Barbara J. Cook, personally known to
me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.



A. IG DARI
Notary Public

EXHIBIT A

The Land referred to in this Notice of Restrictions is situated in the State of California, City and County of San Francisco, and is described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF HARRIET STREET AND THE NORTHWESTERLY LINE OF BRYANT STREET; RUNNING THENCE NORTHEASTERLY AND ALONG SAID LINE OF BRYANT STREET 75 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 125 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 90 FEET TO THE SOUTHWESTERLY LINE OF 6TH STREET; THENCE NORTHWESTERLY ALONG SAID LINE OF 6TH STREET 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 90 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 30 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 75 FEET TO THE NORTHEASTERLY LINE OF HARRIET STREET; THENCE SOUTHEASTERLY ALONG SAID LINE OF HARRIET STREET 230 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF 100 VARA LOT NO. 233, IN BLOCK NO. 397.

BEING ALSO LOTS 9 AND 14 OF ASSESSORS BLOCK 3759